

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO.727 OF 2005

IN

SUMMARY SUIT NO.1417 OF 2005

...

Miss.Ritika Sethi ...Plaintiff

v/s.

M/s.Jayantilal Khandwala

and sons Pvt.Ltd. ...Defendant

...

Mr.Sanjay Jain i/b S.K.Srivastava & Co. for the
Plaintiff.

Mr.Vivek Kantawala i/b V.M.Sharma for the Defendant.

...

CORAM: D.K.DESHMUKH, J.

DATED: 31ST JULY, 2006

P.C.:

1. The Plaintiff has filed this suit on the basis of a dishonoured cheque, which admittedly has been issued by the Defendant. In the affidavit filed in reply the Defendant has stated on oath that he is willing to deposit Rs.5,00,000/- which is the amount of cheque.

2. Apart from that amount, the only decree claimed by the Plaintiff is interest on the amount of the cheque.

3. I do not find any defence disclosed in the affidavit filed in reply in relation to the rate of interest that the Plaintiff is not entitled to any interest on the amount claimed by the Plaintiff. It was argued that in the affidavit in support of the summons for judgment the deponent does not say that he has personal knowledge about the suit transaction. Perusal of the plaint shows that the Plaintiff Ritika is shown to be a minor. The deponent of the affidavit Mr.Varij claims to be the guardian of the

Plaintiff. In the verification clause of the plaint he states that contents of the plaint are true to his personal knowledge.

4. The submission of the Defendant, obviously has no substance, shows how desperate the Defendant is. Summons for judgment has to be granted as the Defendant has not disclosed any defence.

5. Summons for judgment is accordingly granted. Suit is decreed in terms of prayer clause of the suit. Refund of court fees as per rules.

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